RECENT ENGLISH DECISIONS.

HOUSE OF LORDS.

Ewart vs. *Cochrane*, May 11, 1861.

When two properties are possessed by the same owner, and there has been a severance made of part from the other, anything which was used, and was necessary for the comfortable enjoyment of that part of the property which was granted, must be considered to follow from the grant.

A. M., the owner of two adjoining properties, consisting of a tan-yard and a house and garden, made a cess-pool in a corner of the garden, and a drain to carry the water into it from the tan-yard, which gradually sloped down towards the garden. In 1819 he sold the two properties to different persons. The conveyances made no allusion to the existence of the drain and cess-pool. *Held*, that the easement passed by an implied grant with the tan-yard.

Backhouse vs. *Bonomi*, June 25, 1861.

The plaintiffs were the owners of the reversion of an ancient house. The defendants, more than six years before the commencement of the action, worked some coal mines two hundred and eighty yards distant from it. No actual damages occurred until within the six years. The Exchequer Chamber held (reversing the judgment of the Court of Queen's Bench), that no cause of action accrued from the mere excavation by the defendant on his own land, so long as it caused no damage to the plaintiffs, and that the cause of action accrued when the actual damage first accrued, and therefore the statute of limitations was not a bar. This judgment was affirmed in the House of Lords.

COURT OF CHANCERY.

Life Association vs. *Siddall*, February 9, 1861.

Length of time where it does not operate as a statutory or positive bar, operates simply as evidence of assent or acquiescence.—A cestui que trust, whose interest is reversionary, is not bound to assert his title until it comes into possession. He is not, however, less capable of giving his assent, by acts or otherwise, to a breach of trust, by reason of his interest being in reversion.

The proposition laid down in the case of *Browne* vs. *Cross* (14 Beavan, 105), that a cestui que trust having knowledge of a breach of trust, is bound, although his interest may be reversionary, to take proceedings to have the matter set right, otherwise that he will be held barred by acquiescence, not approved.

A cestui que trust is not bound by acquiescence unless he has been fully informed of his rights, and of all the material facts and circumstances of the case.

Forrest vs. *The Manchester, Sheffield and Lincolnshire Railway Company*, July 13.

A railway company were required to keep up a ferry communication between certain points on the river H., and for this purpose were obliged, on certain days, to employ a much larger number of steamboats than were required upon ordinary occasions. The company employed the steamboats, when not required for the purposes of the ferry, in running excursion trips. A bill was filed, complaining that the company were acting *ultra vires* in so employing the vessels. It appeared, by the evidence, that the plaintiff was a large shareholder of a steam navigation company, which was affected by these excursion trips, and that the said suit was directed by the last-mentioned company, who had indemnified the plaintiff. Sir J. Romilly, M. R., held that the defendants were not acting *ultra vires*, and dismissed the bill. On appeal, the decision was affirmed, but on the ground that the suit was illusory, and not in fact the suit of the plaintiff, but of a rival company.

Stokoe vs. *Cowan*, May 14.

An insolvent debtor, within a month of his decease, and while suffering from illness which there was no probability of his recovering from, assigned policies of insurance on his own life for £800, in consideration of the release of a debt of £174. In a creditor's suit for the administration of the debtor's estate, the assignment was held to be voluntary and void under the statute of Elizabeth. The assignment was ordered to stand as a security for the amount of the debt due at the time of the assignment, with interest at £4 per cent.

Policies of insurance are "securities for money" within the 12th section of the 1 and 2 Vict., c. 110.